

TAB 9

**INSTRUCTIONS FOR USE
SPECIAL PROVISIONS FOR SERVICES SUBCONTRACTS**

These Special Provisions are to be used for all purchases of Services, including Consulting Agreements, unless the purchase is for a Commercial Item (Tab 6) or for the use of services from an affiliate, in which case an Affiliate Agreement (Tab 12) is appropriate. Subcontract Administrators and Buyers must review all of the instructions associated with the optional clauses, and consult with Management to determine which clauses must be included. Note: the same process must be followed with respect to the clauses incorporated by reference.

SPECIAL PROVISIONS (SPs) FOR SERVICES SUBCONTRACTS

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The clauses below (SPs 1 through 11) that have no blanks are applicable for all services subcontracts. The clauses that are preceded by a blank are applicable only if an "X" appears in the blank to the left of the Special Provision number.

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___SP.16	Options <i>(Include if the Subcontract includes options to increase quantities or extend the period of performance.)</i>
___SP.17	Procedures for the Use of Task Orders <i>(Include if the Subcontract includes the ability to issue task orders. Also attach the Sample Task Order to the Subcontract.)</i>
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___SP.20	Classified Documents and Materials <i>(Include if this Subcontract involves access to classified information.)</i>
___SP.21	Provision of Certain Personnel <i>(Include this clause if the Subcontractor might be permitted to lease KH Steelworker labor in the performance of the Subcontract. Also attach a copy of the Steelworker Local 8031 Collective Bargaining Agreement (CBA) to the Subcontract and list it as an Exhibit on the Subcontract Signature Document.)</i>
___SP.22	Provision of Personnel Covered by the Project Labor Agreement <i>(Include this clause if the Subcontractor might be permitted to lease KH Construction Trades Labor in the performance of the Subcontract. Also attach a copy of the Project Labor Agreement to the Subcontract and list it as an Exhibit on the Subcontract Signature Document)</i>
___SP.23	Radiological Health Requirements <i>(Include this clause if the Subcontract involves the performance of work in radiological areas on Site and the content of the clause is not adequately covered in the Statement of Work.)</i>
___SP.24	Quality Assurance Requirements <i>(Include this clause if the Subcontractor's quality assurance system will be evaluated and approved prior to award and the Subcontractor will be placed on the Site Evaluated Subcontractor List [ESL].)</i>
___SP.25	Disposal of Waste <i>(Include this clause if the performance of work will be on Site and the Statement of Work does not adequately address the content of the clause.)</i>

- ___SP.26 Workplace Substance Abuse Program *(Include this clause if the work is subject to the requirements of 10 CFR 707. The requisition should indicate whether or not this is applicable.)*
- ___SP.27 Patent Rights *(Include this clause if this is a Subcontract for experimental, developmental, or research work.)*
- ___SP.28 Key Personnel *(Include this clause if Key Personnel have been evaluated and/or control of the replacement of specified Key Personnel is required.)*
- ___SP.29 Modifications to General Provisions *(Include this clause if any of the General Provisions have been modified or deleted, and show the modifications under this clause.)*
- ___SP.30 Special Provisions Attachments *(Include this clause if any attachments to the Special Provisions have been called out and list the attachments under this clause.)*
- ___SP.31 Special Provisions Incorporated by Reference *(Include this clause if any of the FAR/DEAR clauses listed thereunder are required to be included.)*

SPECIAL PROVISIONS FOR SERVICES SUBCONTRACTS

SP.1 REQUIREMENTS FOR SUBCONTRACTOR'S EMPLOYEES

Subcontractor shall furnish competent, trained, and qualified employees experienced in the type of work to be performed. Subcontractor shall, if requested by Contractor, promptly remove at Subcontractor's cost any person considered by Contractor to be incompetent, unsatisfactory, or otherwise undesirable.

SP.2 WORK TO BE PERFORMED AND PLACE OF PERFORMANCE

The Subcontractor shall furnish all personnel (including all proper protective equipment), facilities, equipment, material, supplies, services, and travel (except as may be expressly set forth in this Subcontract as furnished by the Contractor) and otherwise do all things necessary for, or incident to, the performance of the Subcontract. The principal place of performance of this Subcontract shall be the Rocky Flats Environmental Technology Site (RFETS, also called the Site) near Golden, Colorado, such other RFETS facilities as may be leased or acquired from time to time, or Subcontractor's facilities.

SP.3 INSURANCE

Contractor has secured and shall maintain a Contractor Controlled Insurance Program (CCIP), insuring Contractor and all eligible and enrolled Subcontractors and lower-tier subcontractors (subcontractors) with the following types of insurance:

1. Workers' Compensation (Statutory)
2. Employer's Liability
3. Commercial General Liability
4. Excess Liability
5. Professional/Pollution Liability.

The specific limits, self-insured retention, and description of the coverages for the above insurance are contained in the CCIP Manual, which is hereby incorporated into the Subcontract by reference. In addition to the insurance coverages that Contractor provides under the CCIP, Subcontractor shall maintain the insurance coverages as specified in the CCIP Manual. The purchase of insurance in excess of the policy terms and limits set forth in the CCIP Manual shall be subject to Contractor's written approval.

The costs of the self-insured retention are not allowable when the occurrence, which requires the payment of the self-insured retention, was caused by any of the following circumstances:

1. The willful misconduct or lack of good faith of Subcontractor's managerial personnel, or
2. The failure of the Subcontractor's managerial personnel to exercise prudent business judgment. The exercise of prudent business judgment relates to the decisions or actions of Subcontractor's managerial personnel in their capacity as management officials responsible for business judgments exercised in the performance of work under this Subcontract.

The term "Subcontractor's managerial personnel", as used above, means the President, the direct reports to the President, and their direct reports, constituting the top three levels of management.

In the event there is an occurrence involving more than one Subcontractor that could result in the payment of an insurance self-insured retention under the CCIP, Contractor shall notify each involved Subcontractor of the joint responsibility for payment of the self-insured retention. The involved Subcontractors shall have ten (10) days to agree among themselves to a proper share of the self-insured retention to be paid by each Subcontractor and so notify Contractor by joint letter. If the involved Subcontractors cannot agree on the share of the self-insured retention to be paid by each Subcontractor, then Contractor shall make such determination, which shall not be a dispute under the "Disputes" clause of this Subcontract.

Subcontractors not eligible for enrollment under the CCIP shall provide and maintain, with forms and insurers acceptable to Contractor until all of its obligations under this Subcontract are satisfied, the following insurance coverages:

1. Workers' Compensation Insurance to cover obligations imposed by Federal and state statutes having jurisdiction over Subcontractor's employees and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles used in performance of the services or work, both on- and off-Site. Such insurance shall provide a combined single limit of not less than \$1,000,000 for bodily injury and property damage, each occurrence (except, in the case of transportation of Hazardous Materials including Hazardous Waste, the combined single limit shall be \$5,000,000 each occurrence).

3. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include coverage for bodily injury, property damage, premises, blanket contractual liability, products, and completed operations, independent contractors, broad-form property damage, personal injury, and the hazards commonly referred to as "XCU".

Subcontractor may apply for exceptions or modifications to the insurance coverages stated above. Such request shall be in writing to the Subcontract Administrator and contain documentation that such coverages or limits are not readily obtainable including, if appropriate, documentary evidence that compliance is cost prohibitive.

Except for the Worker's Compensation Policy, Subcontractor shall require all lower-tier subcontractors to endorse the policies required above to name Contractor and Subcontractor and their respective directors, officers, employees, and agents as additional insureds. Such insurance shall provide a waiver of subrogation by Subcontractor and its insurer in favor of all CCIP enrollees and their respective directors, officers, employees, and agents.

Before beginning any work under this Subcontract, Subcontractor shall deliver the Certificates of Insurance to Contractor evidencing the coverages, limits, and endorsements specified above. These certifications shall provide thirty (30) days advance written notice to Contractor of cancellation or non-renewal.

Subcontractor may procure, at its own cost, insurance to compensate Subcontractor for any unallowable or non-reimbursable costs not covered by the above requirements for losses incurred in connection with this Subcontract.

SP.4 SITE ACCESS AND TRANSPORTATION REQUIREMENTS

General

Vehicles entering the Site shall comply with Site Traffic controls and posted speed limits; failure to do so may result in denial of access to the Site. In the event of a security or emergency response occurring in the vicinity of the Subcontractor or delivery vehicle, pull to the side of the road, stop the vehicle, and yield to emergency response vehicles.

Point of Entrance and Instructions

Vehicles must enter the Site at Highway 93, West Gate Entrance. After the driver is authorized to enter the Site, the driver may proceed directly to the job site, unless the vehicle is transporting Hazardous Materials as defined in 29 CFR Section 1910.1200, in which case the driver shall comply with the requirements in the clause in the Subcontract General Provisions, Hazardous Materials Requirements.

Security Requirements

The following shall not be brought onto the Site without the prior approval of the Contractor:

1. any dangerous weapon, explosive, or other dangerous instrument or material likely to product substantial injury or damage to persons or property
2. illegal drugs, drug paraphernalia, and alcoholic beverages
3. other articles prohibited by law
4. children under the age of 18
5. pets.

In addition, all photography is controlled on the Site. Cameras may not be used without a Rocky Flats Camera Pass.

High Security Area Prohibited Items

The following privately owned articles shall not be brought into high security areas on the Site unless properly authorized in advance by the Contractor:

1. privately owned recording equipment such as audio, video, optical, or data
2. electronic equipment with data exchange port capable of being connected to automated information system equipment (not including personal organizers, calculators, wrist watches, and data diaries, provided such equipment is not operated in close proximity to any classified discussions or data processing and remains under the control of the owner)
3. cellular telephones
4. radio frequency transmitting equipment
5. computers and associated media.

Security and Safety Inspections

Inspections in search of prohibited items are conducted at the West Gate upon entrance as well as at random at any point while a vehicle is on Site. Vehicles found to be transporting prohibited item(s) shall be denied access to the Site. Commercial vehicles are subject to safety and compliance inspections at any time while on the Site. Unsafe vehicles will be removed.

Photo Identification

All persons entering the Site must have official photo identification in their possession (valid state driver's license, military identification card, valid state identification card, US Immigration and Naturalization Foreign National Registration card, or passport).

Non-US Citizens

Site access by persons who are not US citizens requires advance approval and a special security plan. The only exception is that non-US citizens possessing valid US Immigration and Naturalization identification permitting work in the US (Resident Alien ID, "Green Card", Work Permit), may be badged and must obtain a visitor badge or a Department of Energy (DOE) Standard Badge prior to entering the Site.

Visitor Badges and DOE Standard Badges are issued at the Badging Office located in Building 60 outside the west entrance to the Site. Badging Office hours are 6:30 am to 4:00 pm, Monday through Thursday, and 6:30 am to 3:00 pm on working alternate Fridays.

Access Badges and Parking Permits

Access badges and parking permits for Subcontractor personnel requiring recurring access to RFETS are issued by Personnel Security in Building 060 near the west entrance of the Site. Badging Office hours are currently 6:30 am to 4:00 pm, Monday through Thursday, and 6:30 am to 3:00 pm, on working alternate Fridays. Contact (303) 966-6169 to verify that there has been no change.

The Subcontractor shall:

1. Ensure each Subcontractor and lower-tier subcontractor employee requiring access to the Site obtains an access badge and parking permit.
2. Ensure that each Subcontractor and lower-tier subcontractor employee is personally responsible for the employee's access badge and ensure all lost access badges are reported to Personnel Security at the west entrance immediately after the loss is discovered, and return access badge to the Building 060 issuing office when the—
 - a. Subcontract period of performance has expired
 - b. Badge is no longer required
 - c. Badge becomes void for any reason.

Personnel Security shall provide subcontractor employee a receipt when employee's badge is surrendered to Personnel Security.

If an individual forgets or loses an access badge three (3) times within twelve (12) consecutive months, future access to the Site may be denied to the individual.

Subcontractors will be assessed \$250.00 for each access badge not returned as required above. This charge shall be deducted from payments otherwise due the Subcontractor.

Except as otherwise authorized in writing by the Contractor, the Subcontractor shall insert this provision into all lower-tier subcontracts and purchase orders under this Subcontract.

SP.5 CONTRACTOR WORK HOURS AND HOLIDAYS

The Contractor works an Alternate Work Schedule (AWS). The normal workweek is as follows: Monday through Thursday 7:00 am to 4:30 pm, Friday 7:00 am to 3:30 pm, alternate Fridays off. Shipping/Receiving and badging are open during the normal workweek. Shipping/Receiving only accepts deliveries from 7:00 am to 3:15 pm, Monday through Thursday, and 7:00 am to 2:30 pm on working alternate Fridays. Unless otherwise authorized by the Contractor, no deliveries shall be made nor work performed on-Site during observed holidays, on alternate Fridays off, or outside the hours cited herein.

The Contractor observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

SP.6 INVOICING PROCEDURES

The Contractor will make payments to the Subcontractor once per month after receipt of an acceptable invoice from the Subcontractor for services performed by the Subcontractor and accepted by the Contractor. If the Subcontractor is using the Contractor's Electronic Time Log (ETL) system, payments will be made every two weeks.

As directed by the Contractor, invoicing will be accomplished by use of one or more of the available options described below. Additional billing instructions may also be provided at the task order level. If the invoice does not comply with these instructions, the Subcontractor will be notified of the defects.

Traditional Invoice

Traditional hard-copy invoices are acceptable when they include the prescribed content requirements as shown in the attached sample invoice. ***[Attach the Sample Invoice unless the Subcontractor will be invoicing through ETL and list it in the clause, Special Provisions Attachments.]*** Backup documentation must be attached for labor hours, Other Direct Costs (ODCs), and travel. As a minimum, the invoice must include the following elements:

- a. subcontractor name
- b. subcontractor remittance address
- c. Subcontract and/or Task Order number
- d. name, title, and phone number of person to be notified in event of defective invoice
- e. total Subcontract value
- f. previous cumulative value billed
- g. cumulative value billed
- h. invoice number
- i. invoice date
- j. period being billed
- k. unit, unit price, and extended amount (for example, if the subcontract or task order is Fixed Unit Rate, include employee's name, labor category, hours, rate, and extended amount **for each charge number** for the billing period)
- l. ODCs itemized, including quantity, unit cost, and extended amount for each item.

The Subcontractor shall submit the original and two copies of invoice or voucher, in accordance with the Payments clause in the General Provisions of this Subcontract, to the following:

Send Original to: Accounts Payable

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, MV-2
Golden, CO 80403-8200

Attn: _____ *[Insert appropriate Accounting Name.]*

Accounting Phone _____ *[Insert Accounting Phone.]*

Accounting Fax _____ *[Insert Accounting Fax.]*

Send one (1) copy to: Contractor Technical Representative (CTR)

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, *[Insert appropriate facility or MV-2, if appropriate.]*
Golden, CO 80403-8200

Attn: _____ *[Insert appropriate CTR Name.]*

CTR Phone _____ *[Insert CTR phone number.]*

CTR Fax _____ *[Insert CTR fax number.]*

Send one (1) copy to: Subcontractor Administrator (SA)

Rocky Flats Environmental Technology Site (RFETS)
10808 Highway 93, Unit B, *[Insert appropriate facility or MV-2, if appropriate.]*
Golden, CO 80403-8200

Attn: _____ *[Insert Subcontract Administrator name.]*

SA Phone _____ *[Insert SA phone number.]*

SA Fax _____ *[Insert SA fax number.]*

Electronic Invoice

Invoices may be submitted electronically as an Excel spreadsheet. The electronic invoice file format and accompanying instructions are provided as attachments. ***[Attach format and instructions and list it in the clause, Special Provisions Attachments.]*** Traditional hard-copy invoices must also be submitted to Accounts Payable, the SA, and the CTR with the backup documentation as indicated in Paragraph 1, Traditional Invoice, above. Electronic invoices enable Contractor to process the payment more quickly than the traditional invoicing method.

Electronic Time Log

When the subcontract or task order meets certain criteria, the Subcontractor may be asked to use the Contractor's Electronic Time Log System (ETL) to invoice labor hours. To use this method of payment, the Subcontractor or its employee will enter pertinent data into ETL for each Subcontractor employee who will be working on-Site on a regular basis. Each week the Subcontractor's employees or its representative will enter hours and charge numbers by subcontract and/or task order into ETL. The system will calculate the amount due for each Subcontractor employee from the hours entered using the appropriate rate, will sum the total for all employees for that Subcontractor, and will issue a check every two weeks to the Subcontractor.

The Subcontractor will support the ETL system by providing a representative to enter the pertinent data for its employees and to maintain additions, deletions, and rate changes in the system. ODCs, adjustments to labor rates, or other adjustments must be invoiced separately via hard-copy and/or electronic invoices. This system is described in more detail in an attachment. ***[If this option is selected, or if an invoicing option is not specified, the SA must attach the additional description and list it in the clause, Special Provisions Attachments.]***

General Instructions

The Subcontractor should submit an acceptable invoice by the fifteenth (15th) calendar day following the month services were provided. Failure to submit the invoice by that date may result in a delay of payment. If the Subcontractor is using the ETL system, its employees will submit time logs weekly, no later than the close of business on the Monday following the week being logged unless otherwise instructed in writing by the SA. Supplemental invoices for ODCs or adjustments must be submitted by the 15th calendar day of the following month.

The Subcontractor must invoice each subcontract and task order separately. However, if the Subcontractor is invoicing electronically, the electronic spreadsheet should include all task orders for a given subcontract since, by design, each task order is clearly identified. However, the hard-copy invoice with backup required to accompany the electronic spreadsheet must be separate for each subcontract and task order.

Firm Fixed Price Subcontracts will be invoiced based on estimates of work accomplished that meets the standard of quality established under the Subcontract. The Subcontractor shall furnish a breakdown of the total Subcontract price showing the amount of each principal category of work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contractor.

Cost Reimbursement and Fixed Unit Rate Subcontracts will be invoiced at the rates shown in the Pricing Schedule, or in accordance with rates established in the appropriate task order for the number of Contractor-authorized direct unit/hours expended. The Subcontractor will be paid for those invoiced costs that, at the time of invoice, have been paid by the Subcontractor by cash, check, or other form of actual payment for items or services purchased directly for the Subcontract.

ODCs identified in the Pricing Schedule shall be computed by multiplying the actual unit/item cost by the number of items/units expended. If the Subcontractor is using the ETL system, ODCs must be invoiced separately, either by the Traditional or the Electronic method, described in paragraphs 1 and 2 above.

Unless the Subcontractor is using the ETL system, the Subcontractor shall substantiate invoices or vouchers by evidence of actual payment and individual time cards or other methods approved by the Contractor. Premium overtime is not authorized

unless rates are specifically established in the Pricing Schedule and, in the case of Master Task Subcontracts, premium overtime is also specified in the subcontract or task order. The CTR must approve overtime hours in writing in advance (whether paid as a premium or at the straight rate).

For traditional or electronic invoices, the Subcontractor invoice documentation (i.e., payment evidence and/or individual daily time cards) must provide the following statement and signature line for obtaining the approval of the CTR on the invoice:

As the Rocky Flats Contractor Technical Representative, I agree that the hours cited above were for services received by the Contractor, that the hours worked were reasonable, performed satisfactorily, and were within the scope and timeframe authorized under the Subcontract. If any discrepancies were detected, I have noted them accordingly. The computation of the "invoice" amount is correct. Absence of comments documents acceptance. If questions arise regarding poor performance on the part of the Subcontractor, I will contact the Subcontract Administrator before taking any action.

Any defects in invoices that are discovered after acceptance and payment will be corrected on subsequent invoices. If the Contractor discovers such defects, the Subcontract Administrator will notify the Subcontractor in writing. The Contractor's written notification will explain the nature of the defect, and will direct the Subcontractor to reflect the appropriate credit on the next invoice submitted under this Subcontract. (Telephonic and facsimile use to convey notice of defects between the parties is authorized.)

Unless otherwise prescribed in the Subcontract, Contractor may withhold five percent of the amounts due, but not to exceed \$50,000 per subcontract or task order. Retained amounts may be withheld until delivery of an executed release as prescribed by the Contractor.

The Subcontractor shall certify each request for payment. A Subcontractor invoicing traditionally or via electronic invoices shall include with its invoices the Subcontractor certification statement shown below and the CTR certification statement shown above (also shown in the Sample Invoice attachment) ***[Attach a Sample Invoice if the Subcontractor will not be participating in ETL and list it in the clause, Special Provisions Attachments.]*** The Subcontractor certification must be signed and dated by a Subcontractor person with the authority to certify for the Subcontractor.

A Subcontractor participating in the ETL system shall be considered to have certified to the following statement by the act of cashing the check issued by Contractor:

Subcontractor Certification: I certify, to the best of my knowledge and belief that (1) the amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Subcontract, (2) payments to lower-tier subcontractors covered by this certification have been made in accordance with the Subcontract, (3) the amounts requested do not include any amounts that the Subcontractor intends to withhold or retain from a lower-tier subcontractor, and (4) the amounts requested do not include any amounts invoiced by any other means (i.e., traditional, electronic).

Allowable costs of direct material shall be determined by the Contractor in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the effective date of this Subcontract.

For final payment, the Subcontractor shall submit a completion (final) invoice or voucher, designated as such, promptly upon completion of the work. Upon approval of that invoice or voucher, and upon the Subcontractor's compliance with all terms of this Subcontract, the Contractor will promptly pay any balance of allowable costs and that part of fee (if any) not previously paid.

The Subcontractor shall pay to the Contractor any refunds, rebates, credits, or other amounts (including interest) accruing to or received by the Subcontractor or any assignee under the Subcontract, to the extent that those amounts are properly allocable to costs for which the Subcontractor has been reimbursed by the Contractor.

SP.7 WARRANTY

In addition to any other warranties in this Subcontract, Subcontractor warrants, except as provided herein, that work performed under this Subcontract conforms to the Subcontract requirements and is free of any defect, whether patent or latent, in equipment, material, or design furnished, or workmanship performed by Subcontractor or any subcontractor or supplier at any tier. Subcontractor further warrants that the items are free and clear of all liens and encumbrances, and that Subcontractor has secured Contractor's right to own, sell, or use such items. Subcontractor shall transfer all manufacturer or vendor warranties associated with the goods supplied to Contractor and/or entity designated by Contractor. For purposes of this Subcontract, material or equipment supplied shall include any documentation, such as quality control or test records or certificates of compliance, that may be specified or are customarily furnished in the trade.

This warranty shall continue for one (1) year from the date of final acceptance of the work. If Contractor takes possession of any part of the work before final acceptance, this warranty shall continue for one (1) year from the date Contractor takes possession.

Subcontractor shall remedy at Subcontractor's expense any failure to conform, or any defect, resulting from Subcontractor's breach of warranty. In addition, Subcontractor shall remedy at Subcontractor's expense any damage to Contractor- or Government-owned or controlled real or personal property, when that damage is the result of (1) Subcontractor's failure to conform to Subcontract requirements or (2) any defect of equipment, material, workmanship, or design furnished. If Subcontractor fails to replace or correct any such work within ten (10) calendar days after receipt of written notice from Contractor or as otherwise specified by Contractor, Contractor may, at its sole option, cause such work to be replaced or corrected and Subcontractor shall be liable for all costs and expenses incurred, notwithstanding such stipulated period for correction by Subcontractor. In the event the nonconforming work poses an immediate and serious threat to the safety of others or to the environment, then Contractor shall cause correction of the nonconformance by the most expedient means available, and Subcontractor shall be liable and responsible for all costs and expenses related thereto.

Subcontractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Subcontractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

Contractor shall notify Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. In the event Subcontractor's warranty under this clause has expired, Contractor may bring suit at its expense to enforce a lower-tier subcontractor's, manufacturer's, or supplier's warranty.

Unless a defect is caused by the negligence of Subcontractor or subcontractor or supplier at any tier, Subcontractor shall not be liable for the repair of any defects of material or design furnished by Contractor nor for the repair of any damage that results from any defect in Contractor-furnished material or design.

This warranty supercedes any lesser warranty, whether stated or implied, that may be contained in submittals or other documentation delivered to Contractor by Subcontractor, regardless of whether the submittals or other documentation is accepted or otherwise approved by Contractor, unless a lesser warranty is specifically identified and agreed to in writing as part of this Subcontract. This warranty shall not limit Contractor's rights under the Inspection/Acceptance clause of this Subcontract with respect to latent defects, gross mistakes, or fraud.

SP.8 INSPECTION/ACCEPTANCE

All workmanship performed under the Subcontract is subject to Contractor inspection at all times and places where services are being performed. Subcontractor shall furnish promptly, and at no increase in Subcontract price, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by Contractor. Contractor shall perform inspections in a manner that will not unduly delay the work.

If any work or portion thereof is determined to be unsuitable, defective, or in violation of any law, rule, or regulation, then Contractor shall have the right to withhold payment and, at its discretion, require re-performance or correction. With respect to nonconforming material or equipment supplied as part of Subcontractor's work, Contractor may also (1) reject and return the items or (2) hold such items for Subcontractor's instructions at Subcontractor's risk and expense. Nonconforming items shall be replaced only with prior written authorization of Contractor. Subcontractor shall bear and pay all expenses related to nonconforming work, including without limitation, costs of correction, return, or replacement, and indemnification of any fines or penalties assessed against the Contractor.

SP.9 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION

If this Subcontract calls for the performance of work on the Site near Golden, Colorado, or such other RFETS facilities as may be leased or acquired from time to time, Subcontractor shall perform work safely and in accordance with the terms of DEAR 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution (Dec 2000), which is incorporated herein by reference and made part hereof. The Subcontractor may obtain the full text of the referenced clause at <http://professionals.pr.doe.gov>. Wherever necessary to make the context of the clause applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the terms "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning, the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor.

Unless otherwise specifically required in writing by Contractor, the Safety Management System referred to in Paragraphs (c), (d), and (f) of DEAR 970.5223-1 is the Kaiser-Hill Safety Management System.

SP.10 LOWER-TIER SUBCONTRACTOR PRE-QUALIFICATION

For all on-Site construction, (including demolition operations), environmental monitoring/sampling, or maintenance and operations work to be performed by lower-tier subcontractor(s), Subcontractor shall submit a completed Safety and Health Worksheet (Attachment 2 to the Subcontractor Safety, Health, and Radiological Requirements—S&H 001—attached to the

Statement of Work) for each lower-tier subcontractor. ***[Be sure the S&H001 is attached to or incorporated into the Statement of Work.]***

Lower-tier subcontractor Safety and Health Worksheets shall be submitted to CTR no later than ten (10) days prior to lower-tier subcontract award by Subcontractor. The CTR will notify Subcontractor of pre-qualification results within five (5) days after receipt of pre-qualification information. Subcontractor shall only use pre-qualified lower-tier subcontractors for those on-Site activities.

SP.11 OTHER SUBCONTRACTS

Contractor may undertake or award other subcontracts for additional work at or near the site of the work to be performed under this Subcontract. Subcontractor shall fully cooperate with other subcontractors and with Contractor employees and shall carefully adapt scheduling and performance of the work under this Subcontract to accommodate the additional work, heeding any direction that may be provided by Contractor. Subcontractor shall not commit or permit any act that will interfere with the performance of work by any other subcontractor or by Contractor employees.

SP.12 SUSPECT COUNTERFEIT ITEMS

The Subcontractor warrants that all items provided to the Contractor shall be new and unused unless otherwise specified in writing by the Contractor. Subcontractor further warrants that all items used by the Subcontractor during the performance of work at the Rocky Flats Environmental Technology Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Subcontractor shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other structural items; and welding rod and electrodes. The Subcontractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

SP.13 RESPONSIBILITIES FOR SUBCONTRACTOR'S MATERIALS

Subcontractor shall be responsible for all receiving, unloading, inspecting, and storing its materials delivered to the Site and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the Subcontract. Subcontractor shall, at its expense, be solely responsible for protecting and maintaining security of its equipment, materials, property, and employees at all times. Neither Contractor nor the Government shall assume responsibility or liability for any security measures taken by Subcontractor.

SP.14 AVAILABILITY OF FUNDS

Funds are not presently available for this Subcontract. The Contractor's obligation under this Subcontract is contingent upon the availability of funds from which payment for subcontract purposes can be made. No legal liability on the part of the Contractor for any payment may arise until funds are made available to the Contractor for the Subcontract and until the Subcontractor receives notice of such availability, to be confirmed in writing by the Contractor.

SP.15 LIMITATION OF FUNDS

This Subcontract is incrementally funded. The Pricing Schedule specifies the amount presently available for payment by the Contractor and allotted to this Subcontract, the items covered, and an allotment schedule that sets forth the dates and amounts it is expected that Contractor will allot additional funds to the Subcontract. ***[Include an allotment schedule in the Pricing Schedule. It must set forth the work that is incrementally funded, as identified by line items, the total Not-to-Exceed amount of the funded portion of the Subcontract for that work, and the dates and amounts when it is expected that additional funds will be allotted to the Subcontract for that work.]***

The parties contemplate that the Contractor will allot additional funds incrementally to the Subcontract up to the full price specified in the Pricing Schedule. For the incrementally funded portion of the Subcontract, the Subcontractor agrees to perform, or have performed, work on the Subcontract up to the point at which the total amount paid and payable by the Contractor under the Subcontract, including reimbursement in the event of termination of the Subcontract for the Contractor's convenience,

approximates but does not exceed the total amount actually allotted by the Contractor to the Subcontract. The Subcontractor will not be obligated to continue work on the Subcontract for the incrementally funded work beyond that point, and the Contractor will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the Subcontract for that work regardless of anything to the contrary in the clause entitled Termination for Convenience in the General Provisions of this Subcontract. As used in this clause, the total amount payable by the Contractor in the event of termination for convenience includes costs, profit on work performed, and estimated termination settlement costs for the terminated work.

For the incrementally funded work, the Subcontractor shall notify the Contractor in writing whenever it has reason to believe that the costs it expects to incur under this Subcontract in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75) percent of the total amount so far allotted to the Subcontract by the Contractor for that work. The notice shall state the estimated amount of additional funds required to continue performance of that work up to the next scheduled date for allotment of funds specified in the Pricing Schedule, or to a mutually agreed upon substitute date. The notice shall also advise Contractor of the estimated additional funds that will be required for the timely performance of the incrementally funded portion of the Subcontract for a subsequent period as may be specified in the allotment schedule or as otherwise agreed to by the parties.

If, after notification, additional funds are not allotted by the date identified in the Subcontractor's notification, or by an agreed-on substitute date, upon the Subcontractor's written request, the Contractor will terminate the incrementally funded portion of the Subcontract on that date in accordance with the provisions of the Termination for Convenience clause of the General Provisions of this Subcontract. If the Subcontractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contractor may terminate this Subcontract on that later date.

Except as required by other provisions of this Subcontract, specifically citing and stated to be an exception to this clause –

1. The Contractor is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted by the Contractor to this Subcontract; and
2. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the Termination for Convenience clause of this Subcontract) or otherwise incur costs in excess of the amount then allotted to the Subcontract by the Contractor until the Contractor notifies the Subcontractor in writing that the amount allotted by the Contractor has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Contractor to this Subcontract.

No notice, communication, or representation in any form other than that specified in Paragraph 2 of this clause, or from any person other than the Contractor, shall affect the amount allotted by the Contractor to this Subcontract. In the absence of the specified notice, the Contractor is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted by the Contractor to this Subcontract, whether incurred during the course of the Subcontract or as a result of termination.

When—and to the extent that the amount allotted by the Contractor to the Subcontract is increased—any costs the Subcontractor incurs before the increase that are in excess of the amount previously allotted by the Contractor shall be allowable to the same extent as if incurred afterward, unless the Contractor issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

Change orders shall not be considered an authorization to exceed the amount allotted by the Contractor specified in the Pricing Schedule, unless they contain a statement increasing the amount allotted.

SP.16 OPTIONS

Options to extend the term of the Subcontract or increase/decrease quantities, if any, are identified in the Pricing Schedule. If options are included, Contractor may exercise the option by written notice to the Subcontractor provided that said notice to extend the term or increase/decrease quantities is provided to Subcontractor at least ten (10) days before the expiration of the Subcontract.

If the Contractor exercises this option, the extended or changed Subcontract shall be considered to include this option clause.

SP.17 PROCEDURES FOR THE USE OF TASK ORDERS

General

Notwithstanding any other provision of this Subcontract, the Subcontractor shall not be authorized to perform any work or incur any costs except as specifically and expressly authorized in writing under task orders issued under this clause.

No task order shall be valid unless it is in writing and executed by an authorized representative of the Contractor. In the absence of a written and executed task order, any work undertaken or costs incurred by the Subcontractor or anyone performing such

work or incurring such costs at the direction or request of the Contractor shall be at the sole cost and risk of the Subcontractor. The Subcontractor shall indemnify and hold the Contractor, its affiliates, and the directors and officers of each harmless from and against any claims, loss, damage, or judgments resulting from or based on such actions by the Subcontractor.

Subject to the availability of funds made available to the Contractor from the Department of Energy (DOE), Contractor will issue task orders to order and fund selected portions of the work for specific timeframes. The Contractor shall have no obligation to the Subcontractor for the payment of any work performed by the Subcontractor under this Subcontract except to the extent that the work is included in a properly executed task order

Proposals

Before issuing a task order, the Contractor shall request a proposal from the Subcontractor. The request for proposal (RFP) will specify the work to be performed under that task order. It will indicate the required performance time and will describe the work. Proposals shall, at a minimum, contain a cost proposal and a technical proposal including a schedule. The proposal shall be in sufficient detail to permit the Contractor to perform an adequate evaluation in accordance with the requirements of the prime contract, applicable clauses of the Federal Acquisition Regulation and the requirements of DOE.

Task Orders

After evaluation of a proposal, the parties will negotiate the work to be performed under each task order. The signing of a task order by the parties shall cause the work to be performed under the provisions of this Subcontract and the task order. Each task order shall state (1) the obligation of funds; (2) a time period of performance; (3) Statement of Work, including deliverables (if applicable); (4) measurable performance criteria and their associated incentive fee (if applicable); and (5) other information required for performance of the work. A sample task order is attached. ***[Attach the sample task order if you invoke this clause, making the Subcontract a Master Task Subcontract.]***

SP.18 REIMBURSEMENT FOR TRAVEL EXPENSES

Travel and Living expenses will be reimbursed in accordance with the following:

1. Definitions

For purposes of this clause, the following definitions apply:

- a. "Assignment" means the length of time an individual is required to work at RFETS. Use of individual(s) on concurrent tasks/subcontracts shall be considered as one assignment if a break of less than two (2) weeks occurs. Replacement of individuals based on personal or business requirements shall be interpreted as though the same individual were assigned. Example: Employee A fills a Subcontract requirement for forty-five (45) days. Employee B replaces A and performs an additional fifty (50) days. The total of this assignment is ninety-five (95) days. As an exception, when an employee resignation occurs that is outside the control of the Subcontractor, the replacement employee may be treated as starting a new assignment.
- b. "Place of abode" means a residence (a full-time domicile for income tax purposes), maintained as the employee's home (the term "home" does not include a dwelling maintained by the employee as a vacation home or investment or commercial property).
- c. "Local employee" means an employee whose place of abode or official duty station is within a radius of seventy-five (75) miles of RFETS.
- d. "Subsistence" means lodging, meals, and incidental expenses allowance.
- e. "Meals and incidental expenses (M&IE) allowance" means a fixed allowance for meals and incidental expenses related to subsistence such as laundry, dry cleaning, tips, and non-business related telegrams and telephone calls. It is payable without itemization of expenses or receipts. For partial days of travel, the M&IE rate shall be prorated as provided in the Federal Travel Regulations (FTR), as supplemented by DOE.
- f. "Official duty station" means the building or other place where the employee regularly reports for duty for the Subcontractor.
- g. "Days" means calendar days.

2. Applicability

Reimbursement for travel expenses, as contained herein, shall be made for those employees of the Subcontractor performing under this Subcontract who are non-local employees as defined in Paragraph 1c above, and who incur duplicate lodging expenses in the form of rental or mortgage payments or real property taxes for their place of abode during the period of their assignment to perform services under this Subcontract. Subcontractors shall have employees performing

services under this Subcontract complete a Place of Abode Certification to be provided by the Contractor. Completed certifications shall be submitted to the Contractor and the Subcontractor shall maintain a copy of the certification in its Subcontract files. *[Attach Certification of Place of Abode and list it in the clause, Special Provisions Attachments.]*

The Contractor will not reimburse travel-related expenses without a properly executed Certificate of Place of Abode.

3. Subsistence

a. For travel to the RFETS:

- i. For assignments of ninety (90) days or less, costs incurred for subsistence shall be reimbursed only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel, as set forth in the FTR, prescribed by the General Services Administration (GSA), for travel in the continental 48 United States.
- ii. For planned assignments of more than ninety (90) days, costs incurred for subsistence shall be reimbursed as provided in Paragraph 3a(i) above for a thirty- (30-) day initial period of the assignment or until the effective date of a lease/rental agreement, whichever is sooner. For subsequent days, reimbursement shall be made for subsistence, on a daily basis, equal to \$45 per day. The invoices submitted for the flat rate (\$45 per day) need not be supported by receipts. Individuals shall certify that they are or are not residing with any other individual receiving reimbursement for travel and living expenses under this or another Kaiser-Hill Team subcontract or a contract with the DOE (other contract). Individuals who reside with others receiving such reimbursement shall have their lodging portion of subsistence (if being reimbursed under (i) above or within the initial period of this paragraph) reduced, in direct proportion to the number of individuals residing together (i.e., two individuals together shall have their lodging rate cut in half). If the individual is covered by the \$45 flat rate, the flat rate shall be reduced proportionately in the same manner.
- iii. In order to be entitled to reimbursement for subsistence, the traveler must be a non-local employee of the Subcontractor. Local employees of the Subcontractor are not entitled to reimbursement for subsistence.
- iv. Subsistence expenses covering any vacation period(s) taken in conjunction with travel (including weekends or holidays taken in conjunction with vacation), and the periods covering return trips to the place of abode, are not reimbursable unless Paragraph 3a(ii) above applies and the employee has entered into the flat rate period.
- v. If an assignment originally 90 days or less is extended so as to provide for more than 90 days remaining (example: an assignment of 80 days is extended by 60 days on the 40th day of performance, $80 + 60 - 40 = 100$ days remaining on the assignment), the reimbursement rate shall convert from Paragraph 3a(i) to 3a(ii), exclusive of the 30-day initial period, after a 15-day grace period from the effective date of the Subcontract modification or date of issuance, whichever is sooner.

b. For official business travel to all other destinations, the costs to maintain a temporary residence shall be reimbursed at the rate applicable from Paragraph 3a(i) to 3a(ii). If the Subcontractor is reimbursed on a flat rate basis, the rate will be reduced by the meals portion of the flat rate, for each day that the traveler is at the other destination. Costs incurred for subsistence at the other destination shall be reimbursed only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel, as set forth in the following paragraphs:

- i. FTR for travel in the conterminous 48 United States.
- ii. Joint Travel Regulations, Volume 2, DOD Civilian Personnel, Appendix A, prescribed by the DOD for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States.
- iii. Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in (i) or (ii) above.

4. Air Travel

Air travel shall be performed at a cost of less than first-class air accommodations. Air travel using first-class air accommodations requires prior written approval of the Contractor. Receipts are required for reimbursement.

5. Rental Cars

Cost of Local transportation by rented car shall be allowed for business-related travel, including travel to and from the airport. Rental cars shall be limited to automobiles in the economy (E) and midsize (M) categories. Rental car usage will be authorized as follows: economy size for two or fewer travelers (for every 2 travelers, 1 car); one midsize for three or more

travelers (for every 3 travelers, 1 car). Examples: 5 travelers, 1 midsize and 1 economy size car; 6 travelers, 2 midsize cars. Receipts are required for reimbursement.

6. Personal Cars

Local and non-local employees require prior written authorization from the Contractor to use their personal automobiles in connection with business travel under the Subcontract. Personal automobile use will be reimbursed at the rate specified in the current FTR per mile for travel directly related to Subcontract performance, except that daily local mileage (back and forth to work) shall not be compensated.

7. Return Trips to Place of Abode

For assignments of forty-five (45) days or longer, each employee is entitled to receive reimbursement for travel costs covering a trip to their place of abode. Reimbursement shall be limited to payment for one trip every 30 days and to transportation costs only. The initial return trip shall not be made until the employee has been at the assignment for at least 25 days, unless authorized by the Contractor in advance. When Paragraph 3a(ii) applies and the employee has entered into the flat rate period, payment for subsistence shall continue during the return trip period.

Receipts/Itemizing Expenditures

Travel expense accounts shall be submitted (without receipts), itemizing expenditures for which reimbursement is requested. Such accounts shall be supported by receipts normally received for lodging, parking fees (over \$10.00), gasoline for rental cars, and taxi fares. Reimbursement for gasoline for rental cars is not made for local travel while at the assignment. An original or legible photocopy of receipt shall be maintained by the Subcontractor for audit purposes.

SP.19 HIRING OF EMPLOYEES OF RFETS' SUBCONTRACTORS

The purpose of this clause is to establish a ceiling on the fixed unit rate Subcontractor will be reimbursed under this Subcontract for the services of an individual that it, or its lower-tier subcontractor, hires away from another subcontractor performing work at RFETS.

In the event the Subcontractor, or one of its lower-tier subcontractors, elects to hire an individual who is employed by another subcontractor performing work at the RFETS to work for Subcontractor in a like or similar position, the fixed unit rate that the Subcontractor will be reimbursed for the services of the individual will not exceed the fixed unit rate charged by the previous subcontractor for the services of that individual.

The limitations of this clause shall apply for six (6) months from the date the individual begins work for Subcontractor. However, nothing herein shall imply that Subcontractor will be entitled to an adjustment in rates after the expiration of the six-month period.

SP.20 CLASSIFIED DOCUMENTS AND MATERIALS

Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified documents and materials and protecting against sabotage, espionage, and loss or theft of the classified documents and materials in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Contractor a Certificate of Non-Possession of Classified Documents and Materials, which indicates that Subcontractor has returned to authorized representatives of the DOE or disposed of, in accordance with DOE security requirements, all classified documents and materials that were formerly held by Subcontractor under this Subcontract. ***[Attach Certificate of Non-Possession and list it in the clause, Special Provisions Attachments.]*** Subcontractor's failure to provide the required Certificate of Non-Possession of Classified Documents and Materials within thirty (30) days of completion or termination of the Subcontract, may, in addition to any other remedy available under law, result in assessment of \$250.00. The charge shall be deducted from payments otherwise due the Subcontractor.

SP.21 PROVISION OF CERTAIN PERSONNEL

The Contractor and Subcontractor agree that, during the term of this Subcontract, the Subcontractor shall accept assignment from Contractor of certain skilled union workers presently performing work at RFETS who are not otherwise employees of the Subcontractor and who are members of a recognized collective bargaining agreement, including without limitation, union members of the United Steelworkers of America, Local 8031, AFL-CIO-CLC, who are working and/or available at the RFETS in accordance with the terms of the Collective Bargaining Agreement (CBA). Assigned workers shall only be used to perform work within the scope of this Subcontract. Subcontractor recognizes Contractor as signatory employer, responsible for administration and interpretation of the CBA with the United Steelworkers of America Local 8031 and Subcontractor agrees to provide work direction and supervision to Assigned Workers and operate in compliance with the terms of the CBA, attached. ***[Attach the CBA.]***

The Contractor will, in accordance with the terms and conditions hereof, assign Skilled Workers to the Subcontractor in numbers as agreed to by the parties. During the time that any worker is assigned to the Subcontractor, all conditions of that worker's employment will be in accordance with the terms of the CBA and the applicable policies and procedures of the Contractor. These terms shall include, but not be limited to, wages, seniority, job placement, leaves and layoffs, hours of work, overtime provisions, premium pay provisions, vacations, holidays, pensions, health and welfare, group insurance, grievance procedures, arbitration rights, and general provisions. In addition, Contractor and Subcontractor may negotiate in good faith any additional terms and conditions to apply to their employment, provided, however, such additional terms and conditions do not run contrary to the terms and conditions of the CBA.

Unless otherwise specifically provided in a written agreement between the Contractor and the Subcontractor, the Subcontractor shall be responsible to the Contractor for all costs, expenses, and liability associated with this Subcontractor's use of an Assigned Worker, including requirements of the CBA and the acts or omissions of the Subcontractor or any of its servants, agents, subcontractors, or employees, including the Assigned Workers assigned by the Contractor to the Subcontractor. Contractor shall not be responsible for either the quantity nor quality of work performed by Assigned Workers used by Subcontractor.

Subcontractor shall require its Assigned Workers comply with all applicable Federal, state, and local statutes, ordinances, regulations, and rules pertaining to occupational safety and health including rules and practices required by DOE, the Contractor, and Subcontractor. Subcontractor shall provide a suitable place of employment for its Assigned Workers to perform work. Further, Subcontractor shall provide all materials, supplies, facilities, space, and equipment, including protective clothing and equipment, as defined in Article XIV, Section 9 of the CBA, necessary for its Assigned Workers to perform their assigned duties. Subcontractor shall maintain an accident reporting system acceptable to the Contractor and shall immediately forward to Contractor a copy of each accident report involving injuries to or death of any Assigned Worker.

During term of usage, an Assigned Worker shall be treated by Subcontractor as a matrixed employee of the Subcontractor for all purposes and, in every respect, such Assigned Worker's services during the term of the assignment shall be subject to the actual control, direction, and supervision of the Subcontractor. The risk of any loss, damage, or liability arising out of the actions of the Assigned Worker during the term of the assignment shall be with and upon the Subcontractor and not with and upon the Contractor. The loss of use of an Assigned Worker for any reason (training, vacation, illness, injury, etc.) is not the responsibility of the Contractor.

The Contractor shall be responsible for the payment of all compensation and other benefits to the Assigned Workers and for the required withholding, including applicable taxes, relating to compensation and other benefits paid to the Assigned Worker.

The Subcontractor shall supply to the Contractor, in such form and substance and for such time intervals as the Contractor shall reasonably require, reports detailing the hours worked by each such Assigned Worker, the task numbers or other work/project designations assigned to that Assigned Worker's hours, and any other similar information reasonably requested by the Contractor.

All disputes with any such Assigned Worker (or his or her union) that are governed by the terms of the CBA shall be resolved in accordance with the CBA. The Subcontractor shall cooperate fully (and at its expense) with the Contractor in resolving such disputes to include reinstatement and/or the payment of back pay to the aggrieved Assigned Worker who is returned to his employment or who is found to have been treated in contradiction of the provisions of the CBA. The provisions of this paragraph are without prejudice to Contractor's other rights as established and set forth in the Subcontract.

Subcontractor agrees to communicate to its Contractor-designated Labor Relations or Human Resources personnel any situation or occurrence related to Assigned Workers that –

1. may affect the employer-employee relationship;
2. be considered a violation of the CBA;
3. result in disciplinary action;
4. establish a precedent under the CBA; or
5. adversely affect other subcontractors using Assigned Workers, whether resolved or not at the Subcontractor level.

It is understood that Subcontractor will be the primary management participant in resolving problems or grievances at the employer/supervisor level (first step) in accordance with the procedures of the CBA. Subcontractor agrees to participate in grievance resolution with Contractor up to and including arbitration. Subcontractor recognizes Contractor's authority to direct the resolution of grievances, if deemed necessary, from the second step up to and including arbitration, once they have advanced to that level where they have become potentially precedent-setting or may affect other subcontractors or the Site-wide labor

relations program. The costs (including the costs of Subcontractor management participation in the process and Subcontractor legal expenses) of arbitration, grievance processing, legal fees, back pay awards, etc. shall be borne by the Subcontractor.

Contractor will maintain centralized files or a database reflecting the classifications, training records, skills, and relative seniority of Assigned Workers. This information will be used to assist in the assignment of Assigned Workers to the Subcontractor. Contractor and Subcontractor will designate a Point-of-Contact for Labor Relations.

Subcontractor recognizes Contractor's right to provide training at the Contractor's cost to its Assigned Workers that is necessary for them to meet Site-wide requirements. Training scheduling will be coordinated with Subcontractor.

Subcontractor recognizes Contractor's right to communicate either verbally or in writing to Assigned Workers. Such communication shall be designed so as not to disrupt on-going work and will be made available to Subcontractor prior to issuance.

Contractor warrants that the Assigned Workers provided to Subcontractor shall meet the CBA-established qualifications for their job classification, and be assigned to the Subcontractor on the employee's existing shift. Contractor will provide Assigned Workers with all required notices of termination, or possible termination, as the result of a workforce restructuring in accordance with the provisions of state or Federal law, and Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

When Subcontractor chooses to reduce the number of Assigned Workers it has in a particular classification, individuals will be reassigned back to Contractor on the basis of their relative seniority among others holding the same classification supervised by Subcontractor, with the least senior being reassigned.

Contractor retains the right to temporarily reassign Assigned Workers from Subcontractor as short-term emergency or critical Site operating conditions dictate. Such reassignments will only be made after consultation with authorized Subcontractor representatives and written direction subsequently provided to Subcontractor. Following such temporary condition, Assigned Workers will be reassigned to Subcontractor. The impact of such temporary reassignments, if any, shall be addressed in accordance with the terms of the Changes clause in the General Provisions of the Subcontract.

Absent an express agreement between Subcontractor, Contractor and the applicable union to the contrary, the availability of any specific Assigned Worker is not guaranteed and is subject to various factors, including without limitation, the provisions the CBA, the use of such Assigned Worker by the Contractor, or other subcontractors or others performing work at the Site.

SP.22 PROVISION OF PERSONNEL COVERED BY THE PROJECT LABOR AGREEMENT

The process for a Subcontractor to obtain personnel covered by the Project Labor Agreement (Workers) is for the Subcontractor first to contact the Union Halls directly. If the Union Halls fill the request for Workers, the Subcontractor is subject to the terms and conditions of the Project Labor Agreement (PLA) for All Construction Work at RFETS, including Addendum-1 for All Decommissioning and Demolition (D&D) Construction Work at the Site and Addendum-3 (Project Labor Agreement), attached. **[Attach Project Labor Agreement.]** This includes without limitation, union members of the unions listed in the PLA who are working and/or available at RFETS in accordance with the terms of the PLA. Workers so assigned shall only perform D&D construction work as contemplated by Addendum-1 and Addendum-3 to the PLA. The Subcontractor shall be a Union Employer signatory to the PLA as necessary to obtain the services of such Workers.

If the Union Halls **cannot** fill the Subcontractor's requirements, the Subcontractor can subcontract to an outside firm. The outside firm is subject to the terms and conditions of the PLA. This includes without limitation, union members of the unions listed in the PLA who are working and/or available at RFETS in accordance with the terms of the PLA. Workers so assigned shall only perform D&D construction work as contemplated by Addendum-1 or Addendum-3 to the PLA. The outside firm shall be a Union Employer signatory to the PLA as necessary to obtain the services of such Workers.

If the Union Halls **cannot** fill the Subcontractor's requirements, the Subcontractor can contact the Contractor for Workers. If the Contractor fills the request for Workers then the Contractor is subject to the terms and conditions of the PLA. This includes without limitation, union members of the Unions listed in the PLA who are working and/or available at RFETS in accordance with the terms of the PLA. Workers so assigned shall only perform D&D construction work as contemplated by Addendum-1 or Addendum-3 to the PLA.

The following provisions define the requirements of both the Subcontractor and Contractor when the Contractor does provide Workers; however, this does not obligate or require the Contractor to provide a specific Worker or type of Workers in support of the Subcontractor:

1. The Project Labor Agreement is incorporated by reference herein as if set forth in full.

2. During the time that any Worker is assigned to the Subcontractor, all conditions of that Worker's employment will be in accordance with the terms of the applicable policies and procedures of the Contractor and the PLA. These terms shall include, but not be limited to, wages, seniority, job placement, jurisdictional assignments, grievance procedures, idle time, leaves and layoffs, hours of work, overtime provisions, premium pay procedures, arbitration rights, and general provisions. The Contractor may be consulted concerning applicable policies and procedures. The Subcontractor shall provide 24-hour notice to the Contractor before returning a Worker to the Contractor for any reason. The Subcontractor may make a recommendation; however, the Contractor is responsible for all Worker terminations.
3. Unless otherwise specifically provided in a written agreement between the Contractor and the Subcontractor, the Subcontractor shall be responsible to the Contractor for all costs, expenses, and liability associated with the Subcontractor's use of a Worker, including requirements of the PLA, and the acts or omissions of the Subcontractor or any of its servants, agents, subcontractors, or employees, including other Workers assigned by the Contractor to the Subcontractor. The assignment of Workers as requested by Subcontractor shall not relieve Subcontractor of any responsibility for scope, schedule, budget, or completion of the work as specified in the Subcontract. Contractor shall charge such costs, expenses, and liability associated with Subcontractor's use of a Worker, including salary, fringe, and related costs to the Subcontractor, which shall be offset against the Subcontract price.
4. Subcontractor shall require its Workers to comply with all applicable Federal, state, and local statutes, ordinances, regulations, and rules pertaining to occupational safety and health including rules and practices required by DOE, the Contractor, and Subcontractor. Subcontractor shall provide a suitable place of employment for its Workers to perform work. Further, unless stated otherwise elsewhere in the Subcontract, Subcontractor shall provide all materials, supplies, facilities, space—including lunch room, change room, lockers—and equipment necessary for its Workers to perform their assigned duties. The Contractor will provide each Worker with the following protective equipment: hard hat, safety glasses, and steel-toed leather shoes. All additional protective equipment and replacement protective equipment is the responsibility of the Subcontractor. The Subcontractor is responsible for ensuring compliance with all applicable safety and health requirements and regulations, safety and health oversight, inspections, and audits. Subcontractor shall maintain an accident reporting system acceptable to the Contractor and shall immediately forward to Contractor a copy of each accident report involving injuries to or death of any Worker furnished hereunder. Subcontractor shall be responsible for maintaining the OSHA 100 Form and recording and posting any reportable accidents and injuries to a Worker on its OSHA 200 Form.
5. During term of assignment to Subcontractor, the risk of any loss, damage, or liability arising out of the actions of the Worker shall be with and upon the Subcontractor and not with and upon the Contractor.
6. The Contractor shall be responsible for the payment of all compensation and other benefits to the Workers and for the required withholding; including applicable taxes, relating to compensation and other benefits paid to the Worker. The charge-out rate for the Worker shall include such costs.
7. The Subcontractor shall supply to the Contractor, in such form and substance and for such time intervals as the Contractor shall reasonably require, reports detailing the hours worked by each Worker, the task numbers or other work/project designations assigned to that Worker's hours, and any other similar information reasonably requested by the Contractor.
8. The Subcontractor shall cooperate fully and at its own expense with the Contractor in resolving all disputes with a Worker or the Worker's union, and shall bear the cost of any decision or award resulting from the resolution of a dispute under the provisions of the PLA. The provisions of this paragraph are without prejudice to Contractor's other rights as established and set forth in this Subcontract.
9. The Subcontractor shall be solely responsible for providing the proper charge numbers to the Workers; reviewing, approving, and signing the timecards; and transmitting the timecards to the Contractor.
10. The Contractor shall be responsible to provide fully trained Workers and the Contractor shall pay for all required training time and materials for all Workers. The Subcontractor shall allow time for the Workers to attend the required training.

SP.23 RADIOLOGICAL HEALTH REQUIREMENTS

General

The Subcontractor (including all lower-tier subcontractors) shall ensure the following requirements are met when performing work in radiological areas at RFETS to ensure compliance with the personnel monitoring and recordkeeping requirements of 10 CFR 835. Radiological areas for the purpose of this clause are those areas that must be posted as a "Radiation Area", "High Radiation Area", "Very High Radiation Area", "Contamination Area", "High Contamination Area", or "Airborne Radioactivity Area" in accordance with 10 CFR 835 Section 835.603 or posted as a "Radiological Buffer Area" in accordance with the RFETS Radiological Control Manual.

Recordkeeping Requirements

The Subcontractor shall maintain records for each employee that demonstrate compliance with all requirements shown below. These records shall be retained for three (3) years after final payment for this Subcontract, and shall be made available for the Contractor's review upon request.

In-Processing Requirements

The Subcontractor shall:

1. ensure all Subcontractor employees working in radiological areas at RFETS who require a dosimeter (TLD) badge, in-process with the External Dosimetry and Radiological Records sections before beginning the work. The Subcontractor shall provide the External Dosimetry section (303-966-2736) with twenty-four (24) hour verbal notice when it intends to have ten (10) or more employees in-process on the same day.
2. ensure all Subcontractor employees provide information requested from both the External Dosimetry and Radiological Records sections (i.e., address, year-to-date dose information, etc.). Subcontractor employees who fail or refuse to provide the requested information will not be issued a dosimeter (TLD) badge and will be disqualified from performing radiological work at the RFETS.
3. ensure Radiological Worker II qualified Subcontractor employees working in radiological areas at the RFETS in-process with the External Dosimetry, Internal Dosimetry, and Radiological Records sections for entry into the Routine Bioassay Program. The Subcontractor shall ensure Radiological Worker II qualified Subcontractor employees comply with the entrance bioassay requirements specified by the Internal Dosimetry section. These requirements may include urine sampling and/or lung counting. Subcontractor employees who fail or refuse to provide any of the requested bioassays shall have their dosimeter (TLD) badge revoked and will be disqualified from performing radiological work at the RFETS. Unless the Internal Dosimetry section grants an exemption, entrance bioassay requirements shall be completed before beginning work in radiological areas. Lung counting requires at least fourteen (14) calendar days advanced notice.
4. ensure Radiological Worker II qualified Subcontractor employees classified as "Visitors" (i.e., employees who are at the RFETS for a tour, walk-through inspection, etc., and will not be performing any "hands-on" work or entering any High Contamination Areas or Airborne Radioactivity Areas) who do not desire to be entered into the Routine Bioassay Program, decline participation in writing to the Internal Dosimetry section. Radiological Worker II qualified Subcontractor employees classified as "Visitors" who decline participation in the Routine Bioassay Program will be issued a dosimeter (TLD) badge with an expiration date and a "V" number.

Ongoing Maintenance Requirements

The Subcontractor shall:

1. ensure dosimeter (TLD) badges are used and stored by Subcontractor employees in accordance with RFETS requirements.
2. ensure dosimeter (TLD) badges are returned to the designated storage location board when not being worn.
3. ensure Subcontractor employees notify the External Dosimetry section prior to relocating their dosimeter (TLD) badges to another storage location board.
4. ensure the External Dosimetry section is immediately notified of any lost, missing, or damaged dosimeter (TLD) badges. The Subcontractor may be assessed \$550.00 for each dosimeter (TLD) badge found to be damaged or not returned to the External Dosimetry section. The charge shall be deducted from payments otherwise due the Subcontractor.
5. ensure Subcontractor employees who are entered in the Routine Bioassay Program notify the Internal Dosimetry section (303-966-4172) when their RFETS mailing address (i.e., building number) or their manager changes.
6. ensure Subcontractor employees either respond to requests for routine urine samples and/or lung counts by the dates shown on the request card, or contact the Internal Dosimetry section for an extension of time. If the Subcontractor employee fails to respond to a request for routine bioassay, a second request will be sent to the manager specified in the Internal Dosimetry section's records. If the Subcontractor's employee fails to respond to the second request for a routine bioassay, the employee's dosimeter (TLD) badge will be revoked and the employee will be disqualified from performing radiological work at RFETS.
7. ensure Subcontractor employees submit special bioassay samples when requested by Internal Dosimetry (as the result of a potential intake accident—contamination, wound, airborne radioactivity, etc.), and ensure employees are restricted from radiological work until the requested samples are provided. The Subcontractor shall comply with any restrictions imposed on its employees. This may include restrictions until all sample results are received for high-level potential intakes.
8. ensure Subcontractor employees are made available at the Subcontractor's expense, both during and after the period of performance of this Subcontract, for interview or bioassay sampling. This sampling may include lung counting at RFETS, if

required by the Internal Dosimetry section in the event of an on-going internal exposure investigation or an external dose reconstruction.

Out-Processing Requirements

The Subcontractor shall:

1. ensure Subcontractor employees who end their employment at RFETS out-process with the Radiological Records section and be given an opportunity to request either a termination dose estimate and/or a termination dose report. The employee or the Subcontractor shall provide each departing employee's forwarding address to the Radiological Records section so the Contractor can send the Subcontractor employee an Annual Summary Dose Report ("Report Card").
2. ensure Subcontractor employees return their dosimeter (TLD) badge to the External Dosimetry section during their out-processing. Subcontractor may be assessed \$550.00 for each dosimeter badge Subcontractor employees fail to return. This charge shall be deducted from payments otherwise due the Subcontractor. In addition, employees who fail to return the dosimeter (TLD) badge at the end of employment at RFETS may be ineligible for future work at RFETS.
3. ensure that Subcontractor employees who require an exit bioassay out-process with the Internal Dosimetry section. This includes employees who are currently Radiation Worker II qualified, were formerly Radiation Worker II qualified, or were in the bioassay program at any point in time (i.e., former "hands-on" workers even though they were not performing work under this Subcontract as Radiation Worker II qualified). The exit bioassay method shall be as specified by the Internal Dosimetry section and shall be performed after the completion of all work for which there is a potential for intake of radioactive materials. The Subcontractor shall contact the Internal Dosimetry section at least fourteen (14) calendar days in advance of **any** employee's departure to determine whether an exit bioassay is required. If an exit bioassay is required, the Subcontractor shall ensure that its employees comply with the exit bioassay instructions from the Internal Dosimetry section.
4. ensure Subcontractor employees do not re-enter Contamination Areas, High Contamination Areas, and Airborne Radioactivity Areas after completion of the exit bioassay. Subcontractor may be assessed \$750.00 per occurrence for failure to ensure that Subcontractor employees comply with the exit bioassay requirements. This charge shall be deducted from payments otherwise due the Subcontractor.

The Subcontractor shall flow down this clause to all its lower-tier subcontractors who will perform work in radiological areas at RFETS.

SP.24 QUALITY ASSURANCE REQUIREMENTS

The services provided under this Subcontract shall be provided in accordance with Subcontractor's Quality Assurance system, which has been evaluated and approved in writing by Contractor's Quality Assurance organization. The Subcontractor shall maintain and implement this quality system in accordance with the intent of DOE Order 414.1A and 10 CFR 830.122, as applicable. The Subcontractor shall extend applicable requirements to all lower-tier subcontractors, including the Contractor's right of access to facilities and records.

The Contractor shall have right of access to Subcontractor's, and any lower-tier subcontractor's facilities and records for inspection or audit by Contractor, its designated representative, and/or other parties authorized by Contractor at mutually agreed times. This shall include, but not be limited to, (1) the right to audit material, test, inspection services, and quality records; (2) make surveillance visits during manufacturing; and (3) witness tests to the extent Contractor deems necessary throughout the life of the Subcontract to ensure that work is being performed in accordance with applicable requirements.

Subcontractor shall not make any substitutions without specific written approval of the Contractor. This includes any changes to the approved Subcontractor design, specifications, and drawings.

SP.25 DISPOSAL OF WASTE

Subcontractor (including all lower-tier subcontractors) is responsible for maintaining compliance with all Federal, state, and local laws, and all Site requirements in the management and disposal of any waste generated in the performance of this Subcontract. Waste, for purposes of this clause, means any material that has been discarded, abandoned, recycled, reclaimed, or is no longer being used for its originally intended purpose and is to be managed at an off-Site waste management facility (including treatment, storage, disposal, recycling, reclaiming, and/or processing facility).

In accordance with RFETS Procedure 1-MAN-037-OWMP, Offsite Waste Management Program, prior to entering into an agreement or arrangement with a waste management facility, Subcontractor shall ensure that the facility has been approved for use by the Contractor. Subcontractor is prohibited from using a waste broker unless Contractor has granted specific written authorization for the use of the broker. Additionally, all commercial motor carriers used for the off-Site shipment of waste shall be approved in accordance with Site Procedure I-T95-Traffic-120, or the most current RFETS off-Site transportation requirements

manual. The approval or denial of any facility or commercial carrier shall be at the sole discretion of Contractor. Contractor shall not be liable to Subcontractor for any costs or damages of any kind if Contractor refuses or fails to approve the use of a Facility or commercial carrier.

All off-Site waste shipments must be coordinated with the Site Traffic Department before leaving the Site. Motor carriers, vehicle operators, motor vehicles, and waste packages shall be subject to inspection and evaluation before loading. Any delays encountered or extra costs incurred by Subcontractor due to failure to comply with this requirement shall be the sole responsibility of Subcontractor.

The disposal of any waste with scrap value must be handled in accordance with the Contractor's Property Disposal Manual and in those situations where the property has been sold and title transferred on-Site, the above limitations on use of approved facilities are not applicable.

SP.26 WORKPLACE SUBSTANCE ABUSE PROGRAM

Subcontractor shall, within thirty (30) days of award of this Subcontract, submit its written workplace substance abuse program for Contractor review and approval. This program shall, consistent with 10 CFR 707, Workplace Substance Abuse Programs (incorporated herein by reference with full force and effect), demonstrate how Subcontractor has implemented and maintained a workplace substance abuse program that complies with the requirements of 10 CFR 707.

In addition to any other remedies available to Contractor, Subcontractor's failure to comply with the requirements of 10 CFR 707 or to perform in a manner consistent with its approved program may render Subcontractor subject to (1) the suspension of Subcontract payments or (2) where applicable, termination for default; and suspension or debarment.

Subcontractor agrees to include and require the inclusion of the requirements of this clause in all lower-tier subcontracts awarded hereunder.

SP.27 PATENT RIGHTS

If this Subcontract is with a small business or domestic non-profit organization, as those terms are defined in the clause, the Patent Rights and obligations of the parties under this Subcontract are defined by the terms of DEAR 952.227-11, Patent Rights Retention by the Contractor (short form) (Mar 1995), which is incorporated herein by reference and made part hereof. If this Subcontract is not with a small business or domestic nonprofit organization, the Patent Rights and obligations of the parties are defined by the clause DEAR 952.227-13, Patent Rights – Acquisition by the Government (Sep 1997), which is incorporated herein by reference and made part hereof. The Subcontractor may obtain the full text of the referenced clauses at <http://professionals.pr.doe.gov>.

SP.28 KEY PERSONNEL

Subcontractor Key Personnel, if any, are specified in an attachment hereto. *[Insert an attachment for the Key Personnel to be listed.]* Such personnel are considered essential to the work being performed hereunder. Before removing any of these personnel from performing on this Subcontract, the Subcontractor shall notify the Contractor reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Subcontract. No change shall be made without the written consent of the Contractor.

SP.29 MODIFICATIONS TO GENERAL PROVISIONS

SP.30 SPECIAL PROVISIONS ATTACHMENTS *[List attachments referenced in the SPs—if a clause is checked that includes an attachment. Do not include Exhibits referenced in the General Provisions; those should be listed on the Subcontract Signature Document, not here. Only include those that are appropriate, in accordance with provisions checked.]*

SP.31 SPECIAL PROVISIONS INCORPORATED BY REFERENCE

The following FAR and DEAR clauses below, if checked, are incorporated herein by reference with the same force and effect as if printed in full text. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the term "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning, the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor's representative. However, under the following clauses or circumstances, the terms "Government" and "Contracting Officer" do not change:

1. in the phrases "Government Property", "Government Furnished Property", and "Government Owned Property";
2. in the patent clauses incorporated herein;
3. when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative;

4. when title to property is to be transferred directly to the Government;
5. when access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
6. where specifically modified herein.

Full-text of the referenced clauses may be found at <http://arnet.gov/far> for FAR clauses and <http://professionals.pr.doe.gov> for DEAR clauses. The clauses below that are preceded by a blank are applicable only if an "X" appears in the blank to the left of the FAR or DEAR number.

FAR Clauses

- | | |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ___ FAR 52.215-10 | Price Reduction for Defective Cost or Pricing Data (Oct 1997) <i>(Include this clause if cost or pricing data are required to be submitted.)</i> |
| ___ FAR 52.215-12 | Subcontractor Cost or Pricing Data (Oct 1997) <i>(Include if cost or pricing data are required to be submitted.)</i> |
| ___ FAR 52.222-6 | Davis-Bacon Act (Feb 1995) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-7 | Withholding of Funds (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-8 | Payrolls and Basic Records (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-9 | Apprentices and Trainees (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-10 | Compliance with Copeland Act Requirements (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-11 | Subcontracts (Labor Standards) (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-12 | Contract Termination – Debarment (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-13 | Compliance with Davis-Bacon and Related Act Requirements (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-14 | Disputes Concerning Labor Standards (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-15 | Certification of Eligibility (Feb 1988) <i>(Include this clause if the Subcontractor will lease KH Construction Trades in the performance of the work.)</i> |
| ___ FAR 52.222-41 | Service Contract Act of 1965, as amended (May 1989) <i>(Include if Subcontract is subject to the Service Contract Act. Also attach an up-to-date wage determination to the Request for Proposal and the Subcontract.)</i> |
| ___ FAR 52.223-7 | Notice of Radioactive Materials (Jan 1997) <i>(Include in subcontracts for supplies that are or that contain (a) radioactive material requiring specific licensing under regulations issued pursuant to the Atomic Energy Act of 1954 or (b) radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.)</i> |
| ___ FAR 52.224-1 | Privacy Act Notification (Apr 1984) <i>(Include if Subcontractor will be required to design, develop, or operate a system of records on individuals to accomplish an agency function.)</i> |
| ___ FAR 52.224-2 | Privacy Act (Apr 1984) <i>(Include if Subcontractor will be required to design, develop, or operate a system of records on individuals to accomplish an agency function.)</i> |
| ___ FAR 52.227-3 | Patent Indemnity (Apr 1994) <i>(Include if purchasing supplies or services that are sold to the public in the commercial open market.)</i> |
| ___ FAR 52.230-2 | Cost Accounting Standards (Apr 1998) <i>(Include unless exempt under FAR Appendix 9903.201-1. Exempt contracts and subcontracts include sealed bid contracts; negotiated contracts and subcontracts that do not exceed \$500,000; contracts and subcontracts with small businesses; contracts or subcontracts with foreign governments or their agents or instrumentalities; contracts or</i> |

subcontracts in which the price is set by law or regulation; firm fixed-price or fixed-price with economic price adjustment (provided that price adjustment is not based on actual costs incurred) contracts and subcontracts for the acquisition of commercial items; contracts or subcontracts of less than \$7.5 million, provided that, at time of award, the business unit is not currently performing any CAS-covered contracts or subcontracts valued at \$7.5 million or greater; certain contracts or subcontracts with the United Kingdom or the NATO PHM Ship under certain circumstances; contracts or subcontracts executed and performed outside the US, its territories, or possessions; or firm fixed-price contracts or subcontracts awarded on the basis of adequate price competition without submission of cost or pricing data.)

- ___ FAR 52.230-6 Administration of Cost Accounting Standards (Nov 1999) *(Include if FAR 52.230-2 is included.)*
- ___ FAR 52.245-2 Government Property (Fixed Price Contracts) (Dec 1989) *(Include if Government or Contractor property is being furnished to the Subcontractor.)*
- ___ FAR 52.245-18 Special Test Equipment (Feb 1993) *(Include if Subcontract requires the acquisition or fabrication of new special test equipment.)*
- ___ FAR 52.245-19 Government Property Furnished "As Is" (Apr 1984) *(Include if Government or Contractor property is being furnished to the Subcontractor.)*

DEAR Clauses

- ___ DEAR 952.204-70 Classification/Declassification (Sep 1997) *(Include if Subcontract involves access to classified information.)*
- ___ DEAR 952.204-74 Foreign Ownership, Control, or Influence over Contractor (Apr 1984) *(Include if Subcontract involves access to classified information or a significant quantity of Special Nuclear Material.)*
- ___ DEAR 952.209-72 Organizational Conflicts of Interest (Alt 1) (Jun 1997) *(Include if Subcontract is expected to exceed \$100,000 for Contractor Advisory and Assistance Services as that term is defined in FAR 37.201. Also include the appropriate representations and certification. Remember to obtain Disclosure Statement from apparent successful Offeror, or all those in competitive range, and process PDI-125 prior to award.)*
- ___ DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (Apr 1999) *(Include if work is to be performed on Site.)*
- ___ DEAR 952.217-70 Acquisition of Real Property (Apr 1984) *(Include if Subcontractor may acquire real property.)*
- ___ DEAR 952.237-70 Collective Bargaining Agreements—Protective Forces (Aug 1993) *(Include in subcontracts for protective services.)*

Attachment 1 **[Insert correct attachment number.]**
SAMPLE INVOICE FOR FIXED UNIT RATE SERVICES

Subcontractor _____
Subcontract/Task Order _____
Invoice Number & Date _____

Subcontractor Certification: I hereby certify, to the best of my knowledge and belief that (1) the amounts requested are only for performance in accordance with the specifications, terms and conditions of the Subcontract, (2) payments to lower-tier Subcontractors and suppliers covered by this certification, have been made in accordance with the Subcontract, (3) the amounts requested do not include any amounts that the Subcontractor intends to withhold or retain from a Subcontractor or supplier, and (4) the amounts requested do not include any amounts invoiced by any other means (i.e., traditional, electronic).

Name: _____

Title: _____

Date: _____

CTR Concurrence: As the Rocky Flats Contractor Technical Representative, I agree that the hours cited above were for services received by the Contractor, that the hours worked were reasonable, performed satisfactorily, and were within the scope and timeframe authorized under the subcontract. If any discrepancies were detected, I have noted them accordingly. The computation of the "invoice" amount is correct. Absence of comments documents acceptance. If questions arise regarding poor performance on the part of the Subcontractor, I will contact Procurement before taking any action.

Which line number should payment be made against? If this payment should be allocated to more than one line, provide the information requested below for each line specified. If more than one line is specified you must also note which portion of the invoice is authorized against which line. **If you do not designate a line item the first available funding will be used.**

<u>Line No.</u>	<u>Amount</u>	<u>Description</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Disallowance: (Provide reason for disallowance) _____

CTR Name (Please Print): _____

CTR Signature: _____

Title: _____

Date: _____

Attachment 1 <i>[Insert correct attachment number.]</i> SAMPLE INVOICE FOR FIXED UNIT RATE						
Purchase Document No. KH 196900-001			Invoice Date: 1/15/99			
Subcontract No. KH 196900, Task Order 001			Invoice Number: 02-001			
Vendor Project number, 02-001			Payment Period 12/01/01 thru 12/30/01			
Subcontract Not-to-Exceed \$100,000			Project: Professional Support B771/774			
Project Period of Performance 10/1/00 thru 09/30/02						
CTR Name: Marea Haugh						
Bill To:	Kaiser-Hill Company, LLC		Remit To:	JB Company		
	Rocky Flats Environmental Technology Site			Attn: Accounts Receivable		
	Attn: Accounts Payable, Maria Schimpf, B850			1951 Luck Street		
	Rocky Flats Environmental Technology Site			San Marcos, TX 78666		
	10808 Highway 93, Unit B					
	Golden, CO 80403-8200					
Line Item	Charge No.	Employee	Labor Category & level	Hrs.	Rate	Total*
1	C12CN732	Name, first and last	Nuclear Engr, Level 4	23.5	\$30.00	\$705.00
		Name, first and last	Mechanical Engr, Level 5	10	\$40.00	\$400.00
		Name, first and last	Electrical Engr, Level 6	2.5	\$50.00	\$125.00
		Name, first and last	Safety Engr, Level 7	18	\$60.00	\$1,080.00
		Name, first and last	Planner, Level 8	33	\$75.00	\$2,475.00
					subtotal	\$4,785.00
2	CE4302KH	Name, first and last	Nuclear Engr, Level 4	12.5	\$40.00	\$500.00
		Name, first and last	Mechanical Engr, Level 5	3	\$60.00	\$180.00
		Name, first and last	Electrical Engr, Level 6	50	\$75.00	\$3,750.00
		Name, first and last	Safety Engr, Level 7	0	\$85.00	\$0.00
		Name, first and last	Planner, Level 8	5	\$95.00	\$475.00
					subtotal	\$4,905.00
3	CE4302KH	Name, first and last	Mechanical Engr, Level 5	12.5	\$40.00	\$500.00
		Name, first and last	Electrical Engr, Level 6	0	\$50.00	\$0.00
		Name, first and last	Safety Engr, Level 7	3	\$60.00	\$180.00
					subtotal	\$680.00
			Subtotal Labor			\$14,475.00
			ODC's (backup attached)			
			Travel (backup attached)			\$300.00
			ODC Subtotal			\$300.00
			Billing Subtotal			\$14,775.00
			5% Retainage of Labor			
			Total This invoice			\$14,775.00
			Invoiced to date			\$45,000.00
			Cumulative Amount including this invoice			\$59,775.00
*Backup documentation must accompany invoice as supporting documentation						

Attachment 2 *[Insert correct attachment number.]*
ELECTRONIC INVOICE

Electronic invoices and accruals are used when the Purchase Order is set up to one charge number and the vendor uses various other charge numbers.

The purchase order is set up against a non-reimbursable “dummy” number. The costs are invoiced via an electronic (Excel) spreadsheet to the charge number the subcontractor was asked to work on.

ELECTRONIC FILE FORMAT

<u>Field</u>	<u>Size</u>	<u>Data Type</u>	<u>Sample Data</u>	<u>Fill Character</u>	<u>Justify</u>
Business Unit	1	character	K for Kaiser-Hill D for DynCorp C for Closure Site Services N for Northrop-Grumman S for Safe Sites R for Rocky Mountain Remediation Services W for Wackenhut Security	none	n/a
Accrual/Invoice ID	10	alphanumeric	021199SSC1 which could represent a 2/11/99 invoice to SSC	space	left
Accrual/Invoice Line	4	numbers	line number	zero	right
Transaction type	3	characters	ACC for Accrual INV for Invoice	none	n/a
Date of Invoice/Accrual	8	numbers	always MMDDYYYY, or 021111999 for Feb 11, 1999	none	n/a
Vendor ID	10	numbers	this is how your vendor id appears in PeopleSoft	none	left
From Date	8	numbers	always MMDDYYYY, or 01011999 for Jan 1, 1999	none	n/a
To Date	8	numbers	always MMDDYYYY, or 01311999 for Jan 31, 1999	none	n/a
Amount	12	numbers	000001234567 for \$12345.67	zero	right
Amount sign	1	character	+ for positive amounts or – for negative amounts	none	n/a
Hours	5	numbers	00250 for 2.5 hours	zero	right
Hours sign	1	character	+ for positive hours or – for negative hours	none	n/a
Description	30	characters	Person's name or other description	space	left
PO ID	8	alphanumeric	the PO ID without release number, ex. 9999999 or 9999999A	space	left
PO release	3	number	also known as task number	zero	right
PO line	4	number		zero	right
Activity ID	8	alphanumeric	also known as the Charge number	none	n/a
Dept ID	5	alphanumeric		none	n/a
Cost Element	7	alphanumeric	also known as the Resource Category/Sub Category	none	n/a
<u>Total characters:</u>	<u>135</u>				

Please regard following sample file. It shows an example of an invoice with three lines to Kaiser-Hill from company 'Sutherland Solutions' with vendor ID '121765'. The date of the invoice is 2/11/99 and the cost date range is 1/1/99 through 1/31/99. The first line is a positive \$1100.00 for 5 hours work on PO 9999999-001 (PO 999999, task 1), line 1. The second is a credit for \$100.00 for two hours work on the same PO but task 2, and the last line is for \$500.00 for 7 hours work on PO 9999999001A (PO 999999, task 1, revision A). ALEX0000 is the activity with K220S as the department and A5H0410 as the cost element. This sample was created using Excel with formatted columns and widths. All data is left justified, the font is Arial, and the size is 8. When this file is saved as a .PRN type (available in 'save as' options), it created a correctly formatted file for which the invoicing/accrual program can function properly.

Sample File

K 1234567890	0001	INV	021111999	121765	01011999	01311999	000000110000	+	00500	+	Sutherland, Alex	999999	001	0001	ALEX0000	K220S	A5H0410
K 1234567890	0002	INV	021111999	121765	01011999	01311999	000000010000	-	00200	-	Sutherland, Alex	999999	002	0001	ALEX0000	K220S	A5H0410
K 1234567890	0003	INV	021111999	121765	01011999	01311999	000000050000	+	00700	+	Sutherland, Alex	999999A	001	0001	ALEX0000	K220S	A5H0410

Common Problems

The most common problems that have surfaced in the past associated with creating this file are:

1. Duplicate invoice/accrual Ids. In order to prevent duplication of records, it is necessary to have 'keys' for each record. The 'key' fields for each invoice/accrual record are made up of the business unit, the invoice/accrual id, the line number and the analysis type. For example, the 'key' for the first line in the above sample file would be comprised of 'K', '1234567890', '0001', and 'INV' and this is loaded into the database. Keys are used to define the unique combination of values which represent a record in the database. If the program tries to insert a record with the same set of key values, the program will error because that combination already exists in the database. It does not matter if the duplicate record is found on the same file or a new file to be loaded. This problem of duplication is most commonly noted when passing accruals.
2. Bad dates. Please make sure for all needed date fields that you use the format of MMDDYYYY so that Feb 1st, 1999 looks like 02011999 and not 2199 or 2111999.
3. Descriptions to extra characters. PeopleSoft standard naming convention is 'Lastname,Firstname I' without the quotes. Errors will not occur if names are not sent in this format, however, it is better use the PeopleSoft standard as different formats mean different searching possibilities when attempting to research data.
4. Bad PO Ids. This is the most common of problems. Bad purchase orders will not be entered into the system; they will be kicked out just as activities, departments, and cost elements are. If you are in doubt of how PeopleSoft recognizes your purchase order, ask your client's contact person to tell you. POs like 'Verbal' will not be passed unless it is a valid PO under your vendor and the business unit. Task orders on purchase orders use a different column and a correct PeopleSoft PO is created in the program. Only the task number is to be used, not the words 'Task 12'.
5. Bad Activities, Departments, and Cost Elements. Mostly, I have seen a great improvement in these fields being passed correctly. Incorrect values will be kicked out and corrections will be requested, as usual. These errors and PO errors that cannot be resolved in a timely manner may result in your invoice being paid short.
6. When saving file, do not use the .txt (text) extension in the 'Save as type' under 'Save As' in Excel. This will cause the file to be saved in 'tab delimited' format which places a 'tab' character between in column. This will throw off the spacing of the columns. Instead, use the .prn (formatted text) option as this will not disrupt the column spacings.

ATTACHMENT 3 *[Insert correct attachment number.]*
Electronic Time Log

Electronic Time Log (ETL) will enable KH to pay subcontractors for labor only without the Subcontractor submitting an invoice but within two weeks of the submittals.

When the Subcontract or task order meets certain criteria, the Subcontractor may be asked to use the ETL System to invoice labor hours. To use this method of payment, the Subcontractor will enter pertinent data for each subcontractor employee who will be working on-Site on a regular basis (usually in staff augmentation situations) into ETL. Each week the subcontractor employee (called "Vendor Employee" in ETL) will enter hours and charge numbers by subcontract and/or task order. The Projects will review Vendor Employee hours on submittal of the time log. The system will calculate the aggregate of all of the subcontractor's employees and their hours using the appropriate subcontract rates and issue a check every two weeks to the subcontractor.

The Subcontractor will support this system by providing a representative to enter the pertinent data and maintain additions, deletions, and rate changes in the system. The Subcontract Administrator (SA) will approve the appropriate rates in the ETL system one time and these rates will not need to be checked again with each invoice—the system will automatically use the correct rate. ODCs and labor rate or other adjustments must be invoiced separately via electronic invoices with an accompanying hard-copy invoice. This system is described in more detail below.

ETL Vendors generally have the following characteristics:

- Subcontracts/task orders are **FUR** for professional services.
- The Period of Performance is longer than 2 months.
- Personnel are working full-time or nearly full-time, usually on-site. However, ETL can also be used when personnel are working in regular cycles (e.g., 2 weeks every month).
- The vendor employee is listed on a project organization chart.
- The Vendor is already invoicing electronically.
- A Vendor Representative can come to the Site to enter and update data.